


COUNTY OF SAN MATEO  
Departmental Correspondence

DATE: December 5, 2001  
HEARING DATE: December 18, 2001

TO: Honorable Board of Supervisors

FROM: Gale Bataille, Director, Mental Health Services   
Charlene Silva, Director, Aging and Adult Services

SUBJECT: Agreement with Crestwood Behavioral Health, Inc.

RECOMMENDATION

Adopt a resolution:

1. authorizing the President of the Board to execute an Agreement with Crestwood Behavioral Health, Inc. to provide locked psychiatric skilled nursing care for adults suffering from serious mental illness and /or dementia.
2. authorizing the Director of Health Services to execute amendments and minor modifications to this agreement not to exceed the aggregate of \$25,000

Background

Institutes for Mental Disease, (IMDs), Mental Health Rehabilitation Centers (MHRCs) and Skilled Nursing Facilities (SNFs) with specialized treatment programs (STPs) are all programs that provide locked care for adults suffering from serious mental illness. In San Mateo County, approximately seventy-five percent (75%) of adults who require this level of care are treated at Cordilleras (MHRC). There are, however, some individuals who are unable to be served at Cordilleras because of special needs. San Mateo County has contracted with Crestwood Behavioral Health, Inc. since 1988 to provide long term care for San Mateo County residents who were unable to be served at Cordilleras due to their special needs.

Counties are required by the State Department of Mental Health to pay a "basic rate" for skilled nursing/basic care for adults 18 to 64 years of age at Crestwood and other similar facilities. The basic rates vary by geographic region and are set annually by the State Department of Health Services. Medi-Cal provides basic rate funding for individuals in locked facilities who are age 65 years and older. In addition to the basic rates, selected San Mateo County clients at Crestwood facilities may be authorized for additional supplemental payments, often referred to as a "patch," that vary based upon severity of an individual's illness and the additional services needed.

Discussion

In October 2000 the gero-psychiatric unit at San Mateo County General Hospital was closed, and some of these patients were transferred to Crestwood Behavioral Health, Inc. facilities. This transfer increased the number of clients served by Crestwood from 31 to 57. Some of these individuals are LPS conservatees, and some are conserved under the Probate dementia laws.

To accommodate specialized treatment care needs and to distinguish between the LPS conserved mentally ill clients and the Probate dementia conservatees, this contract renewal establishes a Mental Health Program and a new Aging and Adult Services Program. The Mental Health

Program contracts for services for up to 50 clients who are seriously mentally ill and in need of mental health rehabilitation, treatment and long term care. The Aging and Adult Services Program contracts for services for up to 12 clients who are Probate dementia conservatees and who require a locked, long-term treatment setting.

Performance Objectives

Objectives and actual performance for the past year, along with objectives for the next three years, are as follows:

<u>Performance Measure</u>	2000-01 Objective	2000-01 Actual	2001-02 Objective	2002-03 Objective	2003-04 Objective
Percentage of discharged clients that are discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing	40%	44%	40%	40%	40%
Percentage of admissions that will require discharge to an acute psychiatric level of care	10%	22%	10%	10%	10%

Term and Fiscal Impact

The term of this agreement is from July 1, 2001 through June 30, 2004 with a 60-day termination clause for both parties. The agreement has been reviewed and approved by both County Counsel and Risk Management. Changes in State rates and the addition of a new program have delayed the renewal of this agreement.

The contract total is \$6,360,420 for three years. The three-year maximum obligation for the Mental Health Program is \$5,400,420. The three-year maximum obligation for the Aging and Adult Services Program is \$960,000. The maximum first year cost (if all beds are utilized) for the Mental Health Program is \$1,747,200 and is included in the 2001-02 Mental Health Services' budget. Federal Medi-Cal is estimated to fund a total of \$273,750. Sales tax provided through realignment will cover 82% or \$1,208,229 of the remaining balance of \$1,473,450. The remaining \$265,221 represents the net County cost for the Mental Health Program.

The maximum first year cost (if all beds are utilized) for Aging and Adult Services is \$320,000, which will be paid out of Public Guardian conservator fees. A similar arrangement will be in place for FY2002-03 and FY2003-04.

We are requesting that the Director of Health Services be given signing authority to execute minor amendments and adjustments up to \$25,000.

RECOMMENDED

  
HEALTH SERVICES DEPARTMENT 

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS  
WITH CRESTWOOD BEHAVIORAL HEALTH, INC.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of  
California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration  
and acceptance an agreement, reference to which is hereby made for further particulars, whereby  
Crestwood Behavioral Health, Inc., shall provide short and long term mental health rehabilitation  
and treatment in locked/secured Institutes for Mental Disease (IMDs), Mental Health  
Rehabilitation Centers (MHRCs) and Skilled Nursing Facilities (SNFs) for San Mateo County  
clients; and

WHEREAS, this Board has been presented with the Agreement and has examined and  
approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the  
President of this Board of Supervisors be, and is hereby, authorized and directed to execute said  
Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest  
the President's signature thereto;

BE IT FURTHER RESOLVED, that the Director of Health Services is hereby authorized  
to execute subsequent Amendments and minor modifications to the Agreement with Crestwood  
Behavioral Health, Inc., not to exceed \$25,000 for the Agreement.

AGREEMENT WITH CRESTWOOD BEHAVIORAL HEALTH INC.  
FOR SKILLED NURSING SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CRESTWOOD BEHAVIORAL HEALTH INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Mental Health Services Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide skilled nursing services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX MILLION THREE HUNDRED AND SIXTY THOUSAND FOUR HUNDRED AND TWENTY DOLLARS (\$6,360,420) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings

under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$1,000,000
- 2) Motor Vehicle Liability Insurance .....\$1,000,000
- 3) Professional Liability .....\$1,000,000

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges



are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all

records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County  
Mental Health Services Division  
225 37th Avenue  
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

2) In the case of Contractor, to:

Gary Zeyen  
Crestwood Behavioral Health, Inc.  
P.O.Box 7877  
7590 Shoreline Drive  
Stockton, CA 95219-5455

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Venue

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of San Mateo County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.

13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through June 30, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days' written notice to the other party.

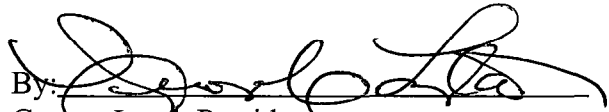
Parties recognize that Contractor has performed services from July 1, 2001 through date of execution of this Agreement in anticipation of execution of this Agreement. Parties agree that services are subject to all terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors, San Mateo County

By:  \_\_\_\_\_  
George Lytal, President  
Crestwood Behavioral Health, Inc.

Date: \_\_\_\_\_

Date: 11/29/01 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Clerk of Said Board

Attachment I

**(Required only from Contractors who provide services directly to the Public on County's behalf.)**

Assurance of Compliance with Section 504 of the  
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

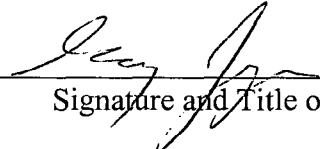
The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Gary Zeyen  
Name of 504 Person - Type or Print

<u>Crestwood Behavioral Health, Inc.</u>	<u>P.O. Box 7877</u>
Name of Contractor(s) - Type or Print	Street Address or PO Box
<u>Stockton</u>	<u>Ca</u> <u>95267-0877</u>
City	State Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

<u>11/29/01</u>	
Date	Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## SCHEDULE A

CRESTWOOD BEHAVIORAL HEALTH, INC.: 2001-04

### PROGRAM SERVICES

In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

#### I. MENTAL HEALTH PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to the Mental Health Services Division up to 50 beds for San Mateo County residents who are seriously mentally ill and in need of mental health rehabilitation, treatment and long term care. Approximately 24 beds will be utilized in Institutes for Mental Disease, 16 beds will be utilized by individuals 65 years and over, and 10 beds will be utilized by individuals who transferred from SMCGRH when the gero-psych unit closed.

##### 1. Admissions

- a. Contractor and County shall work jointly to optimize placements within the available beds at the fourteen (14) Crestwood Behavioral Health, Inc. facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director, subject to the provisions in Section 2 below.
- b. The admission of all persons receiving services under this Agreement must receive the approval of the Director or her designee. Such approval shall be indicated by a signed "Authorization for Admission to IMD/State Hospital Placement" form.

##### 2. Patient Eligibility

Contractor shall admit patients with a DSM IV diagnosis. Individuals in need of twenty-four (24) hour skilled nursing services, patients who may have histories of and, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission. Frequency of these behaviors is a determining factor to be

negotiated on an individual patient basis between County and Contractor. County may grant individual exceptions to these admission criteria. It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component), shall not be considered for admission. All admissions are subject to prior authorization by County.

a. Basic Service Levels

a. IMD/MHRC/SNF

It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to Crestwood residents) fully complies with Title 22 of the California Code of Regulations, Section 72445, or Title 9 of the California Code of Regulations, which includes life skills training, money management, training on accessing community services, transitional programs, and discharge planning with County staff. It is further agreed by Contractor that basic services will also include reasonable access to medical treatment and up-to-date psychopharmacology including Clozapine, reasonable transportation to needed off-site services, and bilingual/bicultural programming.

b. Day Rehabilitation

It is agreed that the Day Rehabilitation Program shall comply with all applicable licensing and certification standards as defined and required by Federal Medicaid and state (Title 9) regulations. Day Rehabilitation shall provide evaluation, rehabilitation, and therapy in an organized and structured program. The program shall include classes that focus on life skill training, medication management, and symptom management. It shall also include services for people who are dually diagnosed.

c. Adult Residential Facility/Community Treatment System

It is agreed that the program complies with all licensing and certification standards for an Adult Residential Facility and a Community Residential Treatment System. The basic service level for an enhanced adult residential facility offers twenty-four (24) hour care and supervision and teaches clients the skills necessary to successfully reintegrate into the community at their highest level of independence. The program shall include medication management, symptom management, and independent living skills. It should also include services for people who are dually diagnosed.

4. Patient Discharge Planning and Placement

Contractor shall keep a County-designated person fully informed of discharge plans and shall collaborate in pre-discharge program planning. County shall designate a facility liaison who shall be responsible for arranging community supports deemed necessary for the patient to be discharged.

5. Reporting

- i. The Mental Health Services Division's Management Information System (MIS) unit will complete state-required Client Data System (CDS) reports. Contractor shall cooperate with County requests for information on patients placed under the terms of this contract.
- ii. Contractor shall provide on request reasonable information on medications prescribed and administered to patients placed under this Agreement.
- iii. Contractor will provide to the Director of Health Services or her designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
- iv. County shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- v. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

II. AGING AND ADULT PROGRAM SERVICES

For the term of this Agreement as herein specified, Contractor shall provide to the Aging and Adult Services Division up to twelve (12) skilled nursing facility beds for San Mateo County residents who are probate dementia conservatees of the San Mateo County Public Guardian and who require a long-term treatment setting.

1. Admissions

- i. Contractor and Aging and Adult Services shall work jointly to optimize placements within the available beds at the fourteen (14) Crestwood Behavioral Health, Inc., facilities. All admissions shall be subject to screening procedures and standards mutually agreeable to Contractor and Director of Aging and Adult Services or her designee, subject to the provisions in Section 2 below.



- ii. The admission of all persons receiving services under this Agreement must receive the approval of the Director of Aging and Adult Services or her designee. Such approval shall be indicated by a signed "Authorization for Admission to a Crestwood Facility" form.

2. Patient Eligibility

Contractor shall admit patients who are probate conservatees of the San Mateo County Public Guardian. Individuals in need of twenty-four (24) hour skilled nursing services, patients who may have histories of, and without adequate treatment are at risk of displaying, behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered acceptable for admission, as will those individuals with specific medical and behavioral needs which cannot be met at a lower level of care. Frequency of these behaviors is a determining factor to be negotiated on an individual patient basis between Aging and Adult Services and Contractor. Aging and Adult Services may grant individual exceptions to these admission criteria. All admissions are subject to prior authorization by the Director of Aging and Adult Services or her designee.

3. Patient Care Planning and Placement

Contractor shall keep an Aging and Adult Services designated person fully informed of patient care needs and shall collaborate in any change in placement, including to acute care.

4. Reporting

- a. Contractor will provide to the Director of Health Services or her designee a photocopy of each unusual occurrence report filed with the State Department of Health Services, as defined in Section 72541 of Division 5, Title 22, California Code of Regulations.
- b. Aging and Adult Services shall have reasonable access to all areas of the facility during business hours and to such data as will allow for the meaningful evaluation and monitoring of quality of care.
- c. Contractor shall provide a quarterly report on restraint/seclusion use on patients placed under this Agreement.

III. GOALS AND OBJECTIVES

## MENTAL HEALTH PROGRAM

### A. Goals

1. To modify patients' dysfunctional maladaptive behavioral patterns and develop daily living skills which will enable them to live in a less restrictive, more independent setting.
2. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour subacute care.

### B. Objectives

The following objectives will be achieved during the contract year:

1. At least forty percent (40%) of all discharged patients will be discharged to a less restrictive, more independent level of care, which shall include all community-based supported housing.
2. No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

## AGING AND ADULT PROGRAM

### A. Goals

1. To provide a safe and supportive environment that meets the complex medical, psychiatric, and social needs of conservatees who may have dementia or other organic processes which limit their abilities to live in a less restrictive setting.
2. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality twenty-four (24) hour subacute care.

### B. Objective

The following objective will be achieved during the contract year:

1. No more than ten percent (10%) of all admissions will be discharged to an acute psychiatric level of care.

SCHEDULE B  
CRESTWOOD BEHAVIORAL HEALTH, INC.: 2001-04

PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all such payments shall be subject to the conditions contained in this Agreement.

I. MENTAL HEALTH PROGRAM

A. Maximum Obligation

Contractor shall be reimbursed the cost of providing services as outlined in Schedule A subject to the following conditions:

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIVE MILLION FOUR HUNDRED THOUSAND FOUR HUNDRED AND TWENTY DOLLARS (\$5,400,420) for services provided under Schedule A, Section I., MENTAL HEALTH PROGRAM SERVICES, of this Agreement.

1. For the first (1<sup>st</sup>) year of the contract term (2001-2002), in no event shall County pay or be obligated to pay Contractor more than the sum of ONE MILLION SEVEN HUNDRED AND FORTY-SEVEN THOUSAND TWO HUNDRED DOLLARS (\$1,747,200).
2. At the County's sole discretion after the first year, a cost of living adjustment (COLA) may be made annually.

B. Payment Terms

1. Subject to adjustment by the State Department of Health Services, for the period July 1, 2001 through June 30, 2004, Contractor shall be paid on a negotiated rate basis at the following rates:

FACILITY	BASE RATE PER PATIENT DAY
IMD 18-64	
Sacramento	\$120.93
San Jose	136.80
Vallejo	120.93
Fremont GTC	136.80
Redding GTC	120.93
NON-IMD 18-64	
Stockton (medical)	0

Stockton (psychiatric)	120.93
Modesto (medical)	0
Modesto (psychiatric)	120.93
CW Manor Fremont	0
Idylwood	0
MHRC	
Angwin	110.00
Bakersfield	150.00
Solano Locked	60.00
Solano Unlocked	45.00
Solano DayTreatment	75.00
American River	116.00
Fruitridge	95.00
Eureka	115.00
Geropsych 65+	
CW Manor-Fremont	0
Eureka	0
Fremont GTC	0
Modesto	0
Sacramento	0
San Jose	0
Vallejo	0

2. After the first (1<sup>st</sup>) year, the daily rate of reimbursement will be at the rate of reimbursement established and adjusted from time to time by the State Department of Health Services.
3. Under the terms of Title 22, Division 5, Section 72520, California Code of Regulations, Contractor shall be reimbursed for bed-hold days. The bed-hold rate is equal to the SNF/STP reimbursement rate minus food cost.
4. County shall be responsible for billing and collecting Share of Cost (SOC) and Supplemental Security Income (SSI) revenue, and any such collections shall be retained by County to offset the cost of providing these services. Contractor shall facilitate such collections and remit any revenue received to County.
5. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.

6. Selected San Mateo County residents admitted to Contractor's facilities may be authorized for additional "enhanced" payments. Authorization for such payments shall be indicated upon admission by a signed "Authorization for Admission to IMD/State Hospital Placement" form. The Standard Enhanced Rate per patient day may vary between TEN DOLLARS (\$10) to ONE HUNDRED DOLLARS (\$101). The rate will be negotiated and authorized by the Director of Health Services or her designee and Contractor.

By special arrangement, older adults, sixty-five (65) years of age or older, placed at the geriatric treatment centers at Redding or Fremont may be authorized for a TEN DOLLAR (\$10) to FIFTY DOLLAR (\$50) per patient day enhanced rate.

By special arrangement, individuals may be placed in the neurobehavioral program at Crestwood Fremont-Stevenson or Crestwood Idylwood in Sunnyvale; the enhanced daily rate for both programs is ONE HUNDRED ONE DOLLARS (\$101) per patient.

Clients placed in facilities requiring an enhanced rate must have that rate indicated on the "Authorization for Admission to IMD/State Hospital Placement" form.

7. Some San Mateo County residents may be admitted to facilities that have a day rehabilitation component. A day rehabilitation component and rate will be indicated on the "Authorization for Admission to IMD/State Hospital Placement" form. San Mateo County residents may be authorized at a FORTY-FIVE DOLLAR (\$45) unlocked unit rate or a SIXTY DOLLAR (\$60) locked unit rate.
8. San Mateo County residents admitted to Transitional Residential Programs (Fruitridge) at a rate of NINETY-FIVE DOLLARS (\$95) a day will also be indicated on the "Authorization for Admission to IMD/State Hospital Placement" form.
9. Payment by County to Contractor shall be monthly. Contractor shall bill San Mateo County mental Health Division on or before the tenth (10th) working day of each month. This invoice shall include the guaranteed minimum payment for the current month and the negotiated rate billings for any additional patient days from the previous month. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate. Nonbillable clients referenced in Section B.5. above must be included in the monthly claim with a daily rate of ZERO DOLLARS (\$0) and the source of reimbursement indicated.
10. The Director of Health Services or her designee, may execute minor amendments and adjustments, such as cost of living increases, up to \$25,000.

- D. In the event this Agreement is terminated prior to June 30, 2004, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director.
- E. The terms of a negotiated rate contract as set out in DMH #84-10 specify that no cost reconciliation is necessary.
- F. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

## II. AGING AND ADULT PROGRAM

### A. Payment Terms

1. San Mateo County residents who are eligible for reimbursement from the Veteran's Administration or other private resources are not billable under this contract.
2. Selected San Mateo County residents admitted to Contractor's facilities may be authorized for additional "enhanced" payments. Authorization for such payments shall be indicated upon admission by a signed "Authorization for Admission to a Crestwood Facility" form. The Standard Enhanced Rate per patient day may vary between TEN DOLLARS (\$10) to ONE HUNDRED ONE DOLLARS (\$101). The rate will be negotiated and authorized by the Director of Health Services or her designee and Contractor.

By special arrangement, older adults, sixty-five (65) years of age or older, placed at the geriatric treatment centers at Redding or Fremont may be authorized for a TEN DOLLAR (\$10) to FIFTY DOLLAR (\$50) per patient day enhanced rate.

By special arrangement, individuals may be placed in the neurobehavioral program at Crestwood Fremont-Stevenson or Crestwood Idylwood in Sunnyvale; the enhanced daily rate for both programs is ONE HUNDRED ONE DOLLARS (\$101) per patient.

Clients placed in facilities requiring an enhanced rate must have that rate indicated on the "Authorization for Admission to a Crestwood Facility" form.

3. The maximum amount that County shall be obligated to pay for all services under this section of this Agreement shall not exceed NINE HUNDRED SIXTY THOUSAND DOLLARS (\$960,000) over the three-year term of this Agreement or THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000) each year of this Agreement.
- B. Payment by County to Contractor shall be monthly. Contractor shall bill San Mateo County Aging and Adult Services Division on or before the tenth (10th) working day of each month. This invoice shall include the negotiated rate billings for each resident for the previous month. All claims shall clearly reflect patient names, number of patient days, and daily negotiated rate.
- C. In the event this Agreement is terminated prior to June 30, 2004, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director of Aging and Adult Services.
- D. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

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- C. In the event this Agreement is terminated prior to June 30, 2004, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Director of Aging and Adult Services.
- D. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.



## SCHEDULE C

Contract between County of San Mateo and Crestwood Behavioral Health, Inc. hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to county upon request within one (1) year of the execution of this Agreement.

COUNTY OF SAN MATEO  
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: December 4, 2001

TO: Priscilla Morse, Risk Management/Insurance Division  
FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Crestwood Behavioral Health, Inc.

DO THEY TRAVEL: Yes

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$1,000,000
Professional Liability:	\$1,000,000
Worker's Compensation:	\$Yes

APPROVE  WAIVE \_\_\_\_\_ MODIFY \_\_\_\_\_

REMARKS/COMMENTS:

  
SIGNATURE

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YY) 12/03/01	
<b>PRODUCER</b> Acordia of California Insurance Services 525 Market St., Suite 2200 San Francisco, CA 94105		415-641-7900		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> Crestwood Behavioral Health, Inc. P.O. Box 7877 Stockton CA 95267		<b>COMPANIES AFFORDING COVERAGE</b>					
		COMPANY A Steadfast Insurance Company					
		COMPANY B					
		COMPANY C					
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						COMPANY D	
<b>CO LTR</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE (MM/DD/YY)</b>	<b>POLICY EXPIRATION DATE (MM/DD/YY)</b>	<b>LIMITS</b>		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HPC297641701 \$250,000 Ded.	12/01/01	12/01/02	GENERAL AGGREGATE \$ 5000000 PRODUCTS - COMP/OP AGG \$ 5000000 PERSONAL & ADV INJURY \$ 2000000 EACH OCCURRENCE \$ 2000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000		
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO	<div style="border: 1px solid black; padding: 5px; transform: rotate(-5deg);"> <b>Post-it® Fax Note 7671</b>            Date 12/14/01 # of pages 1            To MARY            Co. Dept. SAN MATEO COUNTY MENTAL HEALTH            Phone # (415) 512-3631            Fax # (415) 541-7195            (650) 573-2841            ORIGINAL IS IN THE MAIL!         </div>		COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTH-ER				
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO							
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM							
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL							
A	<b>OTHER</b> <b>PROFESSIONAL LIAB</b> <b>CLAIMS MADE</b>	HPC237641701	12/01/01	12/01/02	\$2,000,000 Each Claim \$5,000,000 Aggregate \$250,000 Deductible		
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> CERTIFICATE HOLDER, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE SOLE NEGLIGENCE OF THE NAMED INSURED							
<b>CERTIFICATE HOLDER</b> DIRECTOR OF MENTAL HEALTH SAN MATEO COUNTY 225 WEST 37TH AVE SAN MATEO, CA 94403				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Sylvia Pong</i>			

PRODUCER	Acordia of California Insurance Services 525 Market St., Suite 2200 San Francisco, CA 94105	415-541-7900	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  Crestwood Behavioral Health, Inc. P.O. Box 7877 Stockton CA 95267			COMPANIES AFFORDING COVERAGE	
			COMPANY A	Steadfast Insurance Company
			COMPANY B	First National Ins Co of Amer
			COMPANY C	
			COMPANY D	

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HPC2976417	12/01/00	12/01/01	GENERAL AGGREGATE \$ 5000000 PRODUCTS - COMP/OP AGG \$ 5000000 PERSONAL & ADV INJURY \$ 2000000 EACH OCCURRENCE \$ 2000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA8336490A	4/01/01	4/01/02	COMBINED SINGLE LIMIT \$ 1500000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS OTH- ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
A	OTHER PROFESSIONAL LIAB CLAIMS MADE	HPC2976417	12/01/00	12/01/01	\$2MM EACH CLAIM/\$5MM AGGREGATE

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE SOLE NEGLIGENCE OF THE NAMED INSURED


## CERTIFICATE HOLDER

DIRECTOR OF MENTAL HEALTH  
SAN MATEO COUNTY  
225 WEST 37TH AVE  
SAN MATEO, CA 94403

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

### Producer

R.M. HUNT & ASSOCIATES, INC.  
709 PETALUMA BLVD. NO., SUITE B  
PETALUMA, CA 94952  
(707) 769-2970  
(707) 769-2973 (FAX)

### Insured

CRESTWOOD BEHAVIORAL HEALTH, INC.  
7690 SHORELINE DRIVE  
STOCKTON, CA 95219  
(209) 478-5291  
(209) 957-2671 (FAX)

### Coverages

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Carrier: ATLANTIC MUTUAL INSURANCE COMPANY

<u>Type of Insurance</u>	<u>Policy Number</u>	<u>Policy Effect Date</u>	<u>Limits (000's)</u>
WORKERS' COMPENSATION	400-52-33-95	1/1/01-1/1/02	STATUTORY
EMPLOYERS' LIABILITY	S/A	S/A	\$1,000 (EACH ACCIDENT) \$1,000(DISEASE-POLICYLIMIT) \$1,000 (DISEASE-EACH EMPLOYEE)

### Description of Operations/ Locations/ Vehicles/ Restrictions/ Special Items

Additional Locations: NOT APPLICABLE

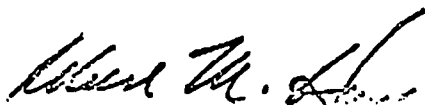
Description of Operation: CONVALESCENT HOSPITALS

### Certificate Holder

DIRECTOR OF MENTAL HEALTH  
COUNTY OF SAN MATEO  
225 WEST 37TH AVENUE  
SAN MATEO, CA 94403

### Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.



January 3, 2001

ROBERT M. HUNT, AUTHORIZED REPRESENTATIVE

# COUNTY OF SAN MATEO

## Equal Benefits Compliance Declaration Form

### I Vendor Identification

Name of Contractor: Crestwood Behavioral Health Inc.  
Contact Person: Gary Zeyen  
Address: P.O. Box 7877  
Stockton, Ca. 95267-0877  
Phone Number: (209)478-5291 Fax Number: (209)952-2236

### II Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ☐ No

**\*If the answer to one or both of the above is no, please skip to Section IV.\***

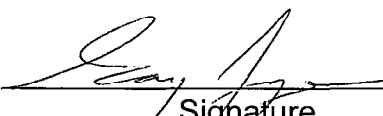
### III Equal Benefits Compliance (Check one)

- ☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.  
☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.  
☐ No, the Contractor does not comply.  
☐ The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

### IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 29 day of NOVEMBER, 2001 at STOCKTON, CA.  
(City) (State)

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Controller  
\_\_\_\_\_  
Title

Gary Zeyen  
\_\_\_\_\_  
Name (Please Print)  
68-0399495  
\_\_\_\_\_  
Contractor Tax Identification Number